

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

MID-CENTURY INSURANCE COMPANY	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No.: 1:22-cv-00089
	)	Honorable
TRAVEL ZAP, INC. d/b/a DESTIFY;	)	
SUNWING TRAVEL GROUP; BLUE	)	
DIAMOND HOTELS AND RESORTS;	)	
WHITE DIAMOND HOTELS AND	)	
RESORTS LIMITED; PAUL EWEN,	)	
as Personal Representative of THE ESTATE	)	
OF BABETTE EWEN, deceased; and JOHN	)	
DOES 1-30.	)	
	)	
Defendants.	)	

**AGREED STIPULATION OF NO COVERAGE**

Plaintiff, MID-CENTURY INSURANCE COMPANY (“Mid-Century”) and Defendant, TRAVEL ZAP, INC. d/b/a DESTIFY (“Travel Zap”), stipulate and agree as follows:

1. Mid-Century filed its Complaint for Declaratory Relief in the United States District Court for the Northern District of Illinois, Docket Number 1:22-cv-00089 (the “Complaint”) on January 6, 2022.

2. The Complaint seeks a declaration that Farmers does not owe a defense or indemnity to Travel Zap under a Businessowners Liability Policy issued by Mid-Century bearing policy number 605485854 (the “Policy”) with regard to a lawsuit filed against it in the United States District Court for the Eastern District of New York, bearing Docket Number 1:21-cv-03504 (the “Underlying Lawsuit”).

3. Travel Zap does not contest Mid-Century’s coverage position that there is no coverage under the Mid-Century Policy for the Underlying Lawsuit, and therefore agrees to be

bound by any declaratory judgments entered by the Court with respect to the coverage issues raised in the Complaint in the instant matter.

4. The parties to this stipulation agree that this stipulation resolves the disputed claims and assertions in the Complaint and is made without admission of liability or fault by any party to it. Nothing herein shall be construed as an admission with regard to liability of any defendant in the Underlying Lawsuit nor shall it be construed as an admission by Travel Zap in connection with the Underlying Lawsuit.

5. Pursuant to this stipulation, Mid-Century will move to dismiss Travel Zap from this litigation based on its agreement to be bound by any declaratory judgments entered by the Court with respect to the coverage issues raised in the Complaint in this matter.

LEWIS BRISBOIS BISGAARD & SMITH, LLP

*Danny L. Worker*

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Danny L. Worker, Esq. for Plaintiff,  
MID-CENTURY INSURANCE COMPANY

*Bart Torvik*

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Bart Torvik, Esq. for Defendant  
TRAVEL ZAP, INC. d/b/a DESTIFY